



**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

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Dec-20-2016 11:59 am

Case Number: CGC-16-556034

Filing Date: Dec-20-2016 11:46

Filed by: KALENE APOLONIO

Image: 05677302

COMPLAINT

JOHN DOE VS. GOOGLE, INC. ET AL

001C05677302

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# SUMMONS (CITACION JUDICIAL)

## NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Google, Inc. and Roes 1 through 10

## YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL

DEMANDANTE): John Doe, on behalf of the  
State of California and aggrieved employees

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(SOLO PARA USO DE LA CORTE)

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): 400 McAllister St.  
San Francisco, CA 94102

CASE NUMBER:  
CGC-16-556034

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Chris Baker, Baker Curtis & Schwartz, P.C., 44 Montgomery St., Suite 3520, San Francisco, CA 94104

DATE: 12.19.16  
(Fecha)

DEC 20 2016

Clerk, by  
(Secretario)

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

### NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

- ☐ by personal delivery on (date):



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JOHN DOE  
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**FILED**  
Superior Court of California  
County of San Francisco

DEC 20 2016

CLERK OF THE COURT  
BY: *Kelley Palomares*  
Deputy Clerk

8 BEFORE THE CALIFORNIA SUPERIOR COURT  
9 CITY AND COUNTY OF SAN FRANCISCO  
10

11 JOHN DOE, on behalf of the State of California  
and aggrieved employees  
12

13 Plaintiff,  
14

15 vs.  
16

17 GOOGLE, INC. and ROES 1 through 10  
18 Defendant.  
19

Case No.

**CGC-16-556034**

**COMPLAINT PURSUANT TO THE  
PRIVATE ATTORNEYS GENERAL ACT**

**DEMAND FOR A JURY TRIAL**

20 INTRODUCTION

21 1. Google's motto is "don't be evil." Google's illegal confidentiality agreements,  
22 policies, and practices fail this test.

23 2. As a condition of employment, Defendant Google, Inc. requires all of its  
24 employees, including supervisors and managers (collectively "Googlers"), to comply with illegal  
25 confidentiality agreements, policies, guidelines, and practices. These illegal policies and  
26 agreements restrict the Googlers' right to speak, right to work, and right to whistle-blow. The  
27 policies prohibit Googlers from speaking plainly – even internally – about illegal conduct or  
28 dangerous product defects, because such statements might one day be subject to discovery in  
litigation or sought by the government. The policies prohibit Googlers from telling a potential

1 employer how much money they make, or what work they performed, when searching for a  
2 different job. The policies prohibit Googlers from using or disclosing all of the skills, knowledge,  
3 acquaintances, and overall experience at Google when working for a new employer. The policies  
4 prohibit Googlers from speaking to the government, attorneys, or the press about wrongdoing at  
5 Google. The policies even prohibit Googlers from speaking to their spouse or friends about  
6 whether they think their boss could do a better job.

7 3. Google's unlawful confidentiality policies are contrary to the California Labor  
8 Code, contrary to public policy, and contrary to the interests of the State of California. The  
9 unnecessary and inappropriate breadth of the policies are intended to control Google's former and  
10 current employees, limit competition, infringe on constitutional rights, and prevent the disclosure  
11 and reporting of misconduct. The policies are wrong and illegal.

12 4. This case does not concern Google's trade secrets, consumer privacy, or  
13 information that should not be disclosed under the law (such as material non-public information  
14 under the securities laws). This case instead concerns Google's use of confidentiality and other  
15 policies for illegal and improper purposes. Google defines essentially everything as "confidential  
16 information." However, a publicly-traded company with Google's reach, power, and close ties to  
17 the federal government cannot be permitted to declare to its workforce that everything it does and  
18 everything that happens – from the location of a water cooler to serious violations of the law – is  
19 "confidential" upon pain of termination and the threat of ruinous litigation.

## 21 PARTIES

22 5. John Doe is currently employed by Google, Inc. as a Product Manager, which  
23 Google describes and contends is a supervisory or managerial position. He resides in San  
24 Francisco, California. He is an aggrieved employee under the Private Attorneys General Act  
25 ("PAGA").

26 6. Plaintiff brings this suit as a "Doe" because Brian Katz, Google's Director of  
27 Global Investigations, Intelligence & Protective Services, falsely informed approximately 65,000  
28 Googlers that Plaintiff was terminated for "leaking" certain information to the press. In fact,

1 Plaintiff did not leak the identified information to the press and Katz knew he did not. Rather,  
2 Katz and Google used Plaintiff as a very public scapegoat to ensure that other Googlers continued  
3 to comply with Google's unlawful confidentiality policies.

4 7. While Google did not identify Plaintiff as the leaker by name, a number of  
5 Googlers concluded that Doe and the employee identified as the leaker were one and the same.  
6 Plaintiff should not be required to self-publish his name, further damaging his reputation among  
7 those Googlers who do not yet know it, as well as in the technology industry as a whole (who  
8 might also believe Katz's lies), in order to bring this claim on behalf of the State and other  
9 aggrieved employees.

10 8. Google employs, at any one time, approximately 65,000 Googlers. On  
11 information and belief, there are thousands more ex-Googlers who continue to be subject to  
12 Google's unlawful Confidentiality Agreement and policies. Each Googler is paid at least twice a  
13 month, amounting to, on information belief, more than 1,560,000 pay periods per year. Current  
14 and former Googlers are aggrieved employees under the Private Attorneys General Act.

15 9. Defendant Google, Inc. is a publicly-traded corporation headquartered in Silicon  
16 Valley. It has offices in San Francisco. Google's illegal Confidentiality Agreement, policies, and  
17 practices are created in, distributed from, and enforced through persons working in California.

18 10. Google is politically powerful – particularly on the national level. According to a  
19 recent newspaper article, “[Google] executives enjoyed lavish parties and regular contact with the  
20 highest-ranking people in the executive branch. Personnel seemingly moved from one entity to  
21 the other and back on a regular basis. More than 250 individuals have left the government for  
22 Google or vice versa during [President] Obama's tenure. This kind of integration with one  
23 company and the executive branch is extraordinary.”

24 11. The California and United States Constitutions provide for, among other things,  
25 freedom of speech and freedom of the press. The press is the “Fourth Estate,” responsible for  
26 policing both the government and the powerful. To accomplish its purpose, the press must have  
27 access to information. Without the pressure and attention that only the press can generate,  
28

1 governments – and particularly political appointees – may decline to act when doing so would  
2 disappoint or upset an important benefactor like Google.

3 12. Sunlight remains the best disinfectant. Google must let the sun shine in.

#### 4 SUMMARY OF LEGAL VIOLATIONS

##### 5 Google's Agreement and Policies Are Illegal

6 13. The use of illegal confidentiality agreements and policies to muzzle employees is  
7 illegal under both federal and state law.

8 14. First, it is an unlawful business practice in California to require employees to sign,  
9 as a condition of employment, a Confidentiality Agreement or policy that restrains trade.  
10 California Business & Professions Code § 17200. Google's "Confidentiality Agreement"  
11 unlawfully restrains trade, because it prevents Googlers from effectively seeking new work. If  
12 they do find new work, the Confidentiality Agreement and policies prohibits ex-Googlers from  
13 using or disclosing information that is not confidential as a matter of law. Among other things,  
14 the Confidentiality Agreement and policies prohibits Googlers from using all of the skills,  
15 knowledge, acquaintances, and the overall experience they obtained at Google in their new  
16 employment.

17 15. Second, California Labor Code § 96(k) expressly permits employees to engage in  
18 lawful conduct during non-work hours away from their employer's premises. This lawful  
19 conduct includes the exercise of constitutional rights such as freedom of speech and freedom to  
20 work. California Labor Code § 98.6(b) prohibits an employer from threatening to discharge  
21 employees who exercise their constitutional rights and/or engages in lawful conduct during non-  
22 work hours.

23 16. Google threatens to discharge Googlers who exercise their constitutional rights by  
24 providing information to the press or otherwise exercising their freedom of speech rights under the  
25 California and United States Constitutions. Google also threatens to discharge Googlers who  
26 disclose "confidential information" to prospective employers in furtherance of their right to  
27 economic liberty under the California and United States Constitutions. This is a violation of Labor  
28 Code § 98.6(b).

1           17.   **Third**, in any contract or agreement that governs the use of trade secrets or  
2 confidential information, an employer must give employees notice that:

3           a.    An individual shall not be held criminally or civilly liable under  
4 any Federal or State trade secret law for disclosure of a trade secret  
5 that is made in confidence to a Federal, State, or local government  
6 official . . . or to an attorney . . . for the purpose of reporting or  
7 investigating a suspected violation of the law. And

8           b.    The use and disclosure of a trade secret to an attorney as it relates  
9 an anti-retaliation lawsuit is permitted. The trade secret may also  
10 be filed with a court in certain circumstances.

11 Federal Defend Trade Secrets Act § 7(b).

12           18.   Google does not include the required notices in its Confidentiality Agreement with  
13 employees. Instead, it informs Googlers that they cannot disclose "confidential information" to  
14 anyone – even to an attorney or the government. This is a violation of the Federal Defend Trade  
15 Secrets and California's Unfair Competition Law. Cal. Business & Professions Code § 17200 *et*  
16 *seq.*

17           19.   **Fourth**, Rule 21F-17 of the Securities and Exchange Commission provides that "no  
18 person may take any action to impede an individual from communicating directly with the  
19 Commission staff about a possible securities law violation, including enforcing or threatening to  
20 enforce a confidentiality agreement . . . with respect to such communications." Google's  
21 "Confidentiality Agreement" and policies unlawfully prohibit Googlers from reporting possible  
22 securities law violations to the SEC. This violates SEC Rule 21F-17 and California's Unfair  
23 Competition Law. Cal. Business & Professions Code § 17200 *et seq.*

24           20.   **Fifth**, it is against public policy to prohibit current or former employees from  
25 providing evidence and information to an attorney representing shareholders about potential  
26 violations under the securities laws. Google's "Confidentiality Agreement" and confidentiality  
27 policies do just that. This violates California's Unfair Competition Law. Business & Professions  
28 Code § 17200 *et seq.*

          21.   **Sixth**, California Labor Code §§ 232(a) and (b) prohibits employers from requiring,  
as a condition of employment, that an employee refrain from disclosing the amount of his or her

1 wages. Google's confidentiality policies prohibit Googlers from disclosing the amount of their  
2 wages. This is a violation of Labor Code §§ 232(a) and (b).

3 22. **Seventh**, California Labor Code § 1197.5(j)(1) states that "an employer shall not  
4 prohibit an employee from disclosing the employee's own wages, discussing the wages of others,  
5 inquiring about another's wages, or aiding or encouraging any other employee to exercise his or  
6 her rights under this section." Google's confidentiality policies prohibit Googlers from engaging in  
7 any of these acts. This is a violation of Labor Code § 1197.5(j).

8 23. **Eighth**, California Labor Code § 232.5(a) and (b) prohibits employers from  
9 requiring, as a condition of employment, that an employee refrain from disclosing information  
10 about the employer's working conditions. Google, through its unlawful confidentiality policies,  
11 prohibit employees from disclosing this information. This is a violation of Labor Code § 232.5.

12 24. **Ninth**, California Labor Code § 1102.5(a) states that an employer "shall not make,  
13 adopt, or enforce any rule, regulation or policy preventing an employee from disclosing  
14 information to a government or law enforcement agency . . . if the employee has reasonable cause  
15 to believe that the information discloses a violation [of the law]." Google's practice of requiring  
16 employees to sign its illegal "Confidentiality Agreement" violates this provision. Google's  
17 unlawful confidentiality policies also prohibit disclosure of information to the government or a law  
18 enforcement agency of potential violations of the law. The Agreement and policies thus violate  
19 Labor Code § 1102.5(a).

20 25. **Tenth**, California Labor Code § 1102.5(a) also states that an employer shall not  
21 make, adopt, or enforce any policy that prevents an employee from disclosing information to a  
22 person with authority over the employee, or to an employee who has the authority to investigate,  
23 discover, or correct the violation of law, if the employee has reasonable cause to believe that the  
24 information discloses a violation of the law. Google's unlawful policies restrict employees from  
25 reporting violations of the law internally. Googlers are prohibited from communicating to other  
26 Googlers that a Google product may dangerous or that Google's conduct is illegal. This is another  
27 violation of Labor Code § 1102.5(a).

28



26. **Eleventh**, California Labor Code § 432.5 prohibits an employer from requiring an employee to agree in writing to any term or condition which the employer knows is prohibited by law. Google knows that its Confidentiality Agreement and confidentiality policies violate the law for each and every reason stated above. Accordingly, Google is also in violation of Labor Code § 432.5.

## FACTS

## Google's Confidentiality Agreement

27. On July 14, 2014, Google offered Plaintiff a job. In his offer letter, Google stated: “as an employee of Google, it is likely that you will become knowledgeable about confidential, trade secret, and/or proprietary information related to the operations, products, and services of Google and its clients. To protect the interests of both Google and its clients, all employees are required to read and sign the enclosed At-Will Employment, Confidential Information, and Invention Assignment and Arbitration Agreement as a condition of employment with Google.” (“The Confidentiality Agreement”).

28. Like all Googlers, Plaintiff signed the Confidentiality Agreement. The Agreement defines “confidential information” to mean, “without limitation, any information in any form that relates to Google or Google’s business that is not generally known,” including “employee data.” (Emphasis added).

29. The Agreement further requires Googlers, both during and after their employment, to “hold in strictest confidence and take all reasonable precautions to prevent any unauthorized use or disclosure of Google Confidential Information” and to “not (i) use Google information for any purpose other than for the benefit of Google in the scope of [the Googler’s] employment, or (ii) disclose Google ‘confidential information’ to any third party without prior authorization.” Moreover, the Agreement requires Googlers to agree that “all Google Confidential Information that [they] use or generate in connection with [their] employment belongs to Google (or third parties identified by Google).”

30. Google also makes clear that the failure to abide by its Confidentiality Agreement

1 can lead to draconian results. Googlers must agree, as a condition of their employment, that any  
2 "unauthorized use or disclosure of Google 'Confidential Information' during my employment or  
3 after my employment may lead to disciplinary action, up to and including termination and/or legal  
4 action."

5 31. Google also prohibits employees from delivering to others information that does  
6 not even fall within Google's overly-broad definition of "confidential information." Upon  
7 termination, Googlers must agree to "not keep, recreate, or deliver to any other person or entity  
8 any documents and materials pertaining to [their] work at Google" (whether it is "confidential"  
9 under Google's overbroad definition or not).

10 32. The Agreement also requires Googlers to abide by Google's 'Confidential' Code  
11 of Conduct and Google's policies. Separately, Google also requires Googlers to agree, in writing,  
12 to its policies.  
13

#### 14 **Google's Policies, Guidelines and Practices**

15 33. Any potential exception or ambiguity in the Confidentiality Agreement to the  
16 notion that Google treats everything as "confidential" is eliminated by Google's policies,  
17 guidelines, practices and enforcement efforts. These additional materials and practices  
18 conclusively establish that, according to Google, disclosure of any information pertaining to  
19 Google is never warranted and not permitted by law.

#### 20 **Google's "Confidential" Code of Conduct Policy**

21 34. Google maintains a Code of Conduct policy that is for "internal purposes only."  
22 This "confidential" Code of Conduct policy states that "all documents, site pages, and resources  
23 that are linked here as well as the document as a whole are considered internal and confidential."  
24 Google's "confidential" Code of Conduct policy applies to all Googlers. Google states that the  
25 failure to follow the "confidential" Code of Conduct policy "can result in disciplinary action,  
26 including termination of employment."

27 35. The "confidential" Code of Conduct policy prohibits Googlers from disclosing  
28 "confidential information" [which means everything at Google] without authorization." The

1 internal policy goes further and states that "it's also a bad idea to post your opinions or  
2 information about Google on the Internet, even if not confidential, unless you're authorized to do  
3 so as part of your job. . . . And never discuss the company with the press unless you've been  
4 explicitly authorized to do so by Corporate Communications."

5 36. The "confidential" Code of Conduct policy concludes by stating that Google  
6 expects "all Googlers to be guided by both the letter and the spirit of this Code."

#### 7 **Data Classification Guidelines**

8 37. Plaintiff, like all Googlers, is also subject to Google's Data Classification  
9 Guidelines. The Guidelines categorize Google information into three categories: "Need-to-  
10 Know," "Confidential," and "Public." A "Data Owner" is responsible for categorizing the  
11 information, and, at Google, "no information at Google is public by default."

12 38. Specifically, the Data Classification Guidelines state: "Everything we work on at  
13 Google – all the data and information we create, details of what we do, how we operate, and our  
14 plans for the future – is, at a minimum, Confidential. . . . Even if some elements of the  
15 information are known outside of Google or have been speculated about in public, it is considered  
16 confidential until the Data Owner explicitly makes it public." Accordingly, even public  
17 information is "confidential" at Google. This information includes information about a Googler's  
18 compensation, his or her performance, and the persons with whom the Googler works (i.e., "team  
19 information").

#### 20 **Employee Communication Policy**

21 39. In addition to requiring Googlers to keep all information about Google  
22 "confidential," Google places additional onerous restrictions on Googlers' freedom to speak.

23 40. Google's "Employee Communication Policy" states that if a Googler shares  
24 "confidential information" outside the company, they "may be terminated, held personally liable,  
25 or subject to prosecution." The policy goes on to state that – "even if you didn't intend your  
26 personal observation to be public, if you violate your confidentiality obligations by disclosing  
27 non-public information outside of Google, you may be subject to legal action."

28 41. The Employee Communication Policy states that the vast majority of Googlers

1 cannot speak about Google at all. Rather, "only authorized Googlers are permitted to talk about  
2 the company with the press, members of the investment community, partners, or anyone else  
3 outside Google." Moreover, if an authorized Googler does mention Google outside of work, the  
4 Googler is permitted only to cite information from Google's "corporate blogs or social media  
5 accounts." Authorized Googlers are also permitted to repeat "approved talking points and metrics  
6 at go/keymessages."

7 42. Google not only prohibits employees from speaking about Google, it also prohibits  
8 employees from writing creative fiction. Among other things, Google's Employee  
9 Communication Policy prohibits employees from writing "a novel about someone working at a  
10 tech company in Silicon Valley" unless Google gives prior approval to both the book idea and the  
11 final draft.

12 43. In addition, the Employee Communication Policy prohibits Googlers from  
13 speaking with the press "without prior clearance from Google's communications team."  
14 Google's policy also is to prohibit Googlers from speaking with "any member of the investment  
15 community about the company." Because Google is a publicly-traded company, members of the  
16 "investment community" include countless individuals. For example, anyone with a 401(k) plan  
17 is potentially a "member of the investment community."

18 44. Google's "Communications and Disclosure Policy" eliminates any ambiguity that  
19 might exist with respect to a Googler's ability to speak with the press or the general public. This  
20 policy states: "Our employees and members of our Board of Directors (other than our authorized  
21 spokespersons) should not respond, under any circumstances, to inquiries from the investment  
22 community [i.e., countless individuals] or the media unless specifically authorized to do so by an  
23 authorized spokesperson." Moreover, under Google's "Appropriate Conduct" policy, any speech  
24 that potentially "undermines the reputation of Google" can lead to termination of employment.

#### 25 Google's Efforts to Prevent Whistleblowing

26 45. Google engages in a concerted effort to prevent both internal and external  
27 whistleblowing. Specifically, Google restricts what Googlers say internally in order to conceal  
28 potentially illegal conduct. It instructs employees in its training programs to do the following:

1 "Don't send an e-mail that says 'I think we broke the law' or 'I think we violated this contract.'"  
2 The training program also advises employees that they should not be candid when speaking with  
3 Google's attorneys about dangerous products or violations of the law. The program advises  
4 Googlers that some jurisdictions do not recognize the attorney-client privilege, and "Inside the  
5 U.S., government agencies often pressure companies to waive the privilege." Google advises  
6 Googlers that they "should write e-mails with the assumption that somebody outside of Google,  
7 who may not be friendly to us, will get to read it."

8 46. Indeed, a second training program entitled "You Said What?" specifically states  
9 that Googlers must "avoid communications that conclude, or appear to conclude, that Google or  
10 Googlers are acting 'illegally' or 'negligently,' have 'violated the law,' should or would be  
11 'liable' for anything, or otherwise convey legal meaning." In other words, Googlers are  
12 prohibited from communicating concerns about illegal conduct within Google.

13 47. As an example, in Google's "You Said What?" training program, Google instructs  
14 Googlers to suppress information about dangerous products. Google also specifically advises  
15 Googlers to delete paragraphs from emails that suggest there are serious flaws in Google  
16 technology, that Google may be sued, or that there may be product liability damages. Googlers  
17 are also instructed to delete written communications that suggest Google might have breached  
18 any contracts.

#### 19 **Policies for Former Employees**

20 48. Google's unlawful policies even apply to ex-Googlers. As stated in Google's  
21 "Prepare to leave Google" policy, Googlers "remain under the obligations of the Confidentiality  
22 Agreement that [they] signed when [they] joined Google. It is important that you do not retain or  
23 disclose any confidential or proprietary Google information including, but not limited to,  
24 information related to [Google's] products, business plans, customer lists, financial information,  
25 and information related to [the Googler's] work product."

26 49. This policy is further enforced by the "Exit Certification" that Google requires  
27 Googlers to sign upon termination. It states that "by signing this note, you further agree that you  
28 have followed the terms of the [Confidentiality Agreement]. . . . You agree that in compliance

1 with the Agreement, you will adhere to your obligations to the Company, including those  
2 contained in Section 2 (Confidential Information).”

3 **Google Vigorously Enforces Its Illegal Confidentiality Policies**

4 50. Google enforces its unlawful policies through, among other things, employee  
5 training, internal investigations, a spying program, self-confessions, written and oral warnings,  
6 and the threat of termination and litigation.

7 Employee Training

8 51. In addition to the training programs set forth above, another training program  
9 states: “Let’s be clear: Depending on the circumstances. [violating the Code of Conduct] could  
10 have significant consequences for you up to, and including, losing your job.”

11 52. This program also states: “We share a lot of information at Google. You should  
12 treat all information at Google as confidential unless you know that it has been approved for  
13 public disclosure.”

14 53. This lesson is emphasized in yet another training program that states: “Google’s  
15 confidential information should never be shared outside the Company without proper  
16 authorization.”

17 Stop Leaks

18 54. Another way Google enforces its illegal confidentiality policies is through its  
19 “Global Investigations Team,” which is led by Brian Katz. This team’s primary area of focus is  
20 “information security issues when a Google employee is suspected of being involved.” This  
21 includes “unauthorized disclosure of ‘confidential information’ or intellectual property (‘leaks’).”  
22 The Global Investigations Team conducts “interviews with the subjects of investigations, as well  
23 as the victims and witnesses.” It “provides recommendations regarding discipline for these  
24 infractions when requested.” The Global Investigations Team also relies on “volunteers” to  
25 report other employees who might have disclosed any information about Google.

26 55. Google’s Investigations Team is in charge of “Stopleaks,” Google’s company-  
27 wide effort to prevent the disclosure of any information about Google and enforce its illegal  
28 policies. According to Google, “non-malicious leaks happen when an employee shares

1 information with an external person they trusted, and other times internal and confidential  
2 information is accidentally marked public. If you know you were inadvertently responsible for a  
3 leak, let us know quickly by emailing stopleaks@. We understand that mistakes happen!"

4 56. The Stopleaks program is managed through an internal website that includes a  
5 Chrome extension to facilitate the reporting of alleged "leaks" on the internet. Employees are  
6 required under Google policies to report "leaks" to Stopleaks. A violation of Google's policies  
7 can result in termination.

8 57. Under its "Stopleaks" program, after a Googler submits a leak report to the  
9 Stopleaks site, Google's "team of Stopleaks super sleuths investigate every leak. . . . The  
10 Stopleaks team researches the project/product that was leaked and aims to determine the leak's  
11 origin. From here, [the Stopleaks team] often liaise with other cross-functional Google teams that  
12 may contribute additional context to the investigation."

13 58. In addition to "leaks," Google also asks Googlers to file "suspicious activity  
14 reports," which Google states can include "strange things you observe or strange things that  
15 happen to you – like someone asking you really detailed questions about your project or job."

16 59. The purpose of Google's "Stopleaks" program is to deter employees from asking  
17 questions (even of one another), or disclosing any information about Google in violation of their  
18 constitutional and statutory rights.

#### 19 **Other Communications and Threats of Termination**

20 60. Google also enforces its illegal confidentiality policies with dire warnings and the  
21 threat of termination. A Google co-founder has assured Googlers in all hands meetings that  
22 anyone who "leaks" "confidential information" will soon be an ex-Googler. Google's attorneys  
23 and executives advise Googlers by email and orally that they will be terminated if they disclose  
24 "confidential information." Brian Katz assures Googlers by email and otherwise to "[b]e aware  
25 of the company information you share and with whom you share it. If you're considering sharing  
26 "confidential information" to a reporter – or to anyone externally – for the love of all that's  
27 Googley, please reconsider! Not only could it cost you your job, but it also betrays the values  
28 that makes us a community."

1           61. As detailed above, the alleged “values” that Katz and the Investigations Team  
2 contends make Google a community violate California law and infringe on Googlers’ legal rights.

3                           **Google’s Ineffective “Savings” Provisions**

4           62. Google – fully aware of the illegality of its Agreement and policies – attempts to  
5 limit its liability through meaningless “savings” clauses that purport to create partial exceptions to  
6 the blanket prohibitions.

7           63. For example, contrary to its “confidential” Code of Conduct Policy, Google’s  
8 “Employee Communication Policy” states that “[n]othing in this or other Google policies is  
9 intended to limit employees’ rights to discuss with other employees the terms, wages, and  
10 working conditions of their employment, or communicate with a government agency regarding  
11 violations of the law, as warranted and as protected by the applicable law.” Regardless of  
12 Google’s alleged “intent,” the plain language of the policies is to the contrary. Also, because this  
13 savings clause applies only to communications within Google, it is crystal clear that Google  
14 affirmatively intends to prohibit communications about wages and working conditions with those  
15 outside Google. Moreover, this savings clause extends only to communications that are both  
16 “warranted” and “protected by applicable law.” However, Google’s policies, training programs,  
17 and enforcement mechanisms all instruct employees that the disclosure of “confidential  
18 information” is never warranted. These policies, training programs, and enforcement  
19 mechanisms also make clear that – at Google – disclosure or use of “confidential information” is  
20 not permitted by law. Rather, any “unauthorized” disclosure is prohibited by law, and, as Google  
21 repeatedly explains to its workforce, can result in legal action, prosecution, and personal liability.

22           64. In September 2016, in apparent response to Plaintiff’s letter to the Labor  
23 Workforce and Development Agency concerning Google’s violations, and as a tacit admission  
24 that its Agreement and policies are illegal, Google quietly made a small amendment to an  
25 additional policy in which it purported to broaden Googlers’ right to discuss pay, hours, or other  
26 terms of employment and to communicate with government agencies regarding violations of the  
27 law. Google did not inform Googlers of this amendment. Google also did not amend its other  
28 policies (including its “confidential” Code of Conduct policy which declares virtually every other



1 Google policy "confidential" as well) or its Confidentiality Agreement. Google did not train  
2 Googlers about this amendment, and Google did not change its enforcement policies and  
3 practices.

4 65. In fact, Google's actual policies and practices remain unchanged. Google  
5 continues to threaten employees with discharge for exercising their rights to freedom of  
6 expression and freedom to work. Google continues to prohibit Googlers from speaking with  
7 lawyers or the press. Google continues to insist that Googlers refrain from plainly  
8 communicating with others that Google is violating the law or endangering consumers. Google  
9 continues to unlawfully restrain trade through its overbroad Confidentiality Agreement and  
10 policies.

11 66. Because Google requires Googlers to waive their right to seek class-wide  
12 injunctive relief for Google's illegal conduct, the only effective remedy to address Google's  
13 illegal conduct is the aggressive and full imposition of penalties under the Private Attorneys  
14 General Act.

15 67. Doe has exhausted his administrative remedies in accordance with Labor Code §  
16 2699 *et seq.* with respect to the below causes of action. The letters to the LWDA (with  
17 appropriate redactions to prevent the unnecessary self-publication of Doe' identity) were sent on  
18 May 17, 2016 and June 14, 2016 and attached as Exhibit 1. Plaintiff received no response from  
19 the LWDA to this correspondence.

20 68. Accordingly, Doe, on behalf of the State and all Googlers, seeks these penalties in  
21 full.

22 **First Cause of Action**

23 **PAGA (with reference to Labor Code § 432.5)**

24 **Illegal Restraint of Trade – Post-Employment**

25 69. Plaintiff incorporates through reference paragraphs 1 through 68 as if set forth  
26 here.

70. Non-disclosure agreements and policies affect the State of California's interest in promoting commercial competition via the free flow of information. These agreements constitute a restraint on trade.

71. Google's Confidentiality Agreement and policies contain no geographic or time limitation.

72. Google requires employees to agree, in writing, to a Confidentiality Agreement and confidentiality policies that unlawfully restrain trade by prohibiting the use of information that is not confidential as a matter of law. For example, the Confidentiality Agreement purports to prevent employees from using or disclosing all the general skills, knowledge, acquaintances, and the overall experience they obtained at Google. The Confidentiality Agreement also purports to prevent employees from using or disclosing general business practices. The Confidentiality Agreement also purports to prevent employees from using or disclosing customer information that is readily available to competitors through normal competitive means. The Confidentiality Agreement violates California Business & Professions Code § 17200 *et seq.*

73. Google is aware that its Confidentiality Agreement violates the law.

74. Accordingly, Google imposes a term and condition of employment on all Googlers that it knows is prohibited by law in violation of Labor Code § 432.5.

75. Under the Private Attorneys General Act (PAGA), the penalty for a violation of Labor Code § 432.5 “is one hundred dollars (\$100) for each aggrieved employee per period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.”

76. Plaintiff seeks, on behalf of himself, the state of California, and all of Google's aggrieved employees, PAGA penalties as set forth above for each employee per pay period within the statutory time frame.

## Second Cause of Action

**PAGA (with reference to Labor Code § 432.5)**

### **Illegal Restraint of Trade – Mobility of Employment**

77. Plaintiff incorporates through reference paragraphs 1 through 76 as if set forth here.

78. Google requires employees to agree in writing to a Confidentiality Agreement and confidentiality policies that unlawfully restrain trade by prohibiting employees from speaking with prospective employers about their work at Google as well as their wages and working conditions. Google also requires them to inform prospective employers of Google's restrictions on their employees' freedom to work. This is a violation of California Business & Professions Code § 17200 *et seq.* and California Labor Code §§ 232, 232.5 and 1197(j). Google is aware that its Confidentiality Agreement and policies violate the law.

79. Accordingly, Google imposes a term and condition of employment on all Googlers that it knows is prohibited by law in violation of Labor Code § 432.5.

80. Under the Private Attorneys General Act (PAGA), the penalty for a violation of Labor Code § 432.5 “is one hundred dollars (\$100) for each aggrieved employee per period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.”

81. Plaintiff seeks, on behalf of himself, the State of California, and all of Google's aggrieved employees, PAGA penalties as set forth above for each employee per pay period within the statutory time frame.

### Third Cause of Action

**PAGA (with reference to Labor Code § 432.5)**

## Illegal Prohibition on Whistleblowing – Communications with Outside Attorneys

82. Plaintiff incorporates through reference paragraphs 1 through 81 as if set forth here.

83. Google requires employees to agree in writing to a Confidentiality Agreement and confidentiality policies that unlawfully prohibit employees from disclosing to attorneys (whether representing an individual Googler or a lawyer representing shareholders) potential violations of the law. Google also refuses to provide the required notices to employees stating that employees are entitled to communicate even trade secrets to outside attorneys. This is a violation of public

1 policy, the federal Defend Trade Secrets Act, and California Business & Professions Code §  
2 17200 *et seq.* Google is aware that its Confidentiality Agreement and policies violate the law.

3 84. Accordingly, Google imposes a term and condition of employment on all Googlers  
4 that it knows is prohibited by law in violation of Labor Code § 432.5.

5 85. Under the Private Attorneys General Act (PAGA), the penalty for a violation of  
6 Labor Code § 432.5 "is one hundred dollars (\$100) for each aggrieved employee per period for  
7 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period  
8 for each subsequent violation."

9 86. Plaintiff seeks, on behalf of himself, the state of California, and all of Google's  
10 aggrieved employees, PAGA penalties as set forth above for each employee per pay period within  
11 the statutory time frame.

#### 12 **Fourth Cause of Action**

#### 13 **PAGA (with reference to Labor Code § 432.5)**

#### 14 **Illegal Prohibition on Whistleblowing – Communications with the Government**

15 87. Plaintiff incorporates through reference paragraphs 1 through 87 as if set forth  
16 here.

17 88. Google requires employees to agree in writing to a Confidentiality Agreement and  
18 confidentiality policies that unlawfully prohibit employees from disclosing to the government  
19 potential violations of the law. Google also refuses to provide the required notices to employees  
20 stating they are entitled to communicate even trade secrets to the government. This is a violation  
21 of public policy, the federal Defend Trade Secrets Act, California Business & Professions Code §  
22 17200 *et seq.*, and California Labor Code § 1102.5. Google is aware that its Confidentiality  
23 Agreement and policies violate the law.

24 89. Accordingly, Google imposes a term and condition of employment on all Googlers  
25 that it knows is prohibited by law in violation of Labor Code § 432.5.

26 90. Under the Private Attorney General Act, the penalty for a violation of Labor Code  
27 § 432.5 "is one hundred dollars (\$100) for each aggrieved employee per period for the initial  
28

1 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each  
2 subsequent violation.”

3 91. Plaintiff seeks, on behalf of himself, the State of California, and all of Google’s  
4 aggrieved employees, PAGA penalties as set forth above for each employee per pay period within  
5 the statutory time frame.

6 **Fifth Cause of Action**

7 **PAGA (with reference to Labor Code § 1102.5(a))**

8 **Illegal Prohibition on Whistleblowing – Communications with the Government**

9 92. Plaintiff incorporates through reference paragraphs 1 through 91 as if set forth  
10 here.

11 93. Google has adopted and enforces policies that prohibit employees from disclosing  
12 potential violations of the law to the government. This is a violation of California Labor Code §  
13 1102.5.

14 94. Under the Private Attorneys General Act (PAGA), the penalty for a violation of  
15 Labor Code § 1102.5 is both \$10,000 per violation and “one hundred dollars (\$100) for each  
16 aggrieved employee per period for the initial violation and two hundred dollars (\$200) for each  
17 aggrieved employee per pay period for each subsequent violation.”

18 95. Plaintiff seeks, on behalf of himself, the State of California, and all of Google’s  
19 aggrieved employees, PAGA penalties as set forth above for each employee per pay period within  
20 the statutory time frame.

21 **Sixth Cause of Action**

22 **PAGA (with reference to Labor Code § 1102.5(a))**

23 **Illegal Prohibition on Whistleblowing – Internal Communications**

24 96. Plaintiff incorporates through reference paragraphs 1 through 96 as if set forth  
25 here.

26 97. Google has adopted and enforces policies that prohibit employees from disclosing  
27 potential violations of the law within Google. Specifically, Googlers are instructed to not  
28 communicate with their managers and others about misconduct that may violate the law. Such

1 communications must instead be deleted or never made. This is a violation of California Labor  
2 Code § 1102.5.

3 98. Under the Private Attorneys General Act (PAGA), the penalty for a violation of  
4 Labor Code § 1102.5 is both \$10,000 per violation and "one hundred dollars (\$100) for each  
5 aggrieved employee per period for the initial violation and two hundred dollars (\$200) for each  
6 aggrieved employee per pay period for each subsequent violation."

7 99. Plaintiff seeks, on behalf of himself, the state of California, and all of Google's  
8 aggrieved employees, PAGA penalties as set forth above for each employee per pay period within  
9 the statutory time frame.

10 **Seventh Cause of Action**

11 **PAGA (with reference to Labor Code § 232.5)**

12 **Illegal Prohibition on Whistleblowing about Working Conditions**

13 100. Plaintiff incorporates through reference paragraphs 1 through 100 as if set forth  
14 here.

15 101. Google requires employees, as a condition of employment, to refrain from  
16 disclosing information about Google's working conditions. This includes disclosure of  
17 potentially illegal working conditions, such as unsafe or discriminatory employment practices.  
18 This is a violation of California Labor Code § 232.5(a) and (b).

19 102. Under the Private Attorneys General Act (PAGA), the penalty for a violation of  
20 Labor Code § 232.5 is "one hundred dollars (\$100) for each aggrieved employee per period for  
21 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period  
22 for each subsequent violation."

23 103. Plaintiff seeks, on behalf of himself, the state of California, and all of Google's  
24 aggrieved employees, PAGA penalties as set forth above for each employee per pay period within  
25 the statutory time frame.

1 **Eighth Cause of Action**

2 **PAGA (with reference to Labor Code § 232.5)**

3 **Illegal Prohibition on Disclosure of Working Conditions in General**

4 104. Plaintiff incorporates through reference paragraphs 1 through 103 as if set forth  
5 here.

6 105. Google requires employees, as a condition of employment, to refrain from  
7 disclosing information about Google's working conditions. This is a violation of California  
8 Labor Code §§ 232.5(a) and (b).

9 106. Under the Private Attorneys General Act (PAGA), the penalty for a violation of  
10 Labor Code § 232.5 is "one hundred dollars (\$100) for each aggrieved employee per period for  
11 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period  
12 for each subsequent violation."

13 107. Plaintiff seeks, on behalf of himself, the State of California, and all of Google's  
14 aggrieved employees, PAGA penalties as set forth above for each employee per pay period within  
15 the statutory time frame.

16 **Ninth Cause of Action**

17 **PAGA (with reference to Labor Code § 232)**

18 **Illegal Prohibition on Whistleblowing about Wages**

19 108. Plaintiff incorporates through reference paragraphs 1 through 107 as if set forth  
20 here.

21 109. Google requires employees, as a condition of employment, to refrain from  
22 disclosing information about the amount of his or her wages. This includes disclosure of  
23 information about Google's failure to pay appropriate amounts of overtime and other wages in  
24 accordance with the law. This is a violation of California Labor Code § 232(a) and (b).

25 110. Under the Private Attorneys General Act (PAGA), the penalty for a violation of  
26 Labor Code § 232 is "one hundred dollars (\$100) for each aggrieved employee per period for the  
27 initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for  
28 each subsequent violation."

1           111. Plaintiff seeks, on behalf of himself, the state of California, and all of Google's  
2 aggrieved employees, PAGA penalties as set forth above for each employee per pay period within  
3 the statutory time frame.

4                                   **Tenth Cause of Action**

5                                   **PAGA (with reference to Labor Code § 232)**

6                                   **Illegal Prohibition on the Disclosure of Wages in General**

7           112. Plaintiff incorporates through reference paragraphs 1 through 112 as if set forth  
8 here.

9           113. Google requires employees, as a condition of employment, to refrain from  
10 disclosing information about the amount of his or her wages in general. This is a violation of  
11 California Labor Code §§ 232(a) and (b).

12           114. Under the Private Attorneys General Act (PAGA), the penalty for a violation of  
13 Labor Code § 232 is "one hundred dollars (\$100) for each aggrieved employee per period for the  
14 initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for  
15 each subsequent violation."

16           115. Plaintiff seeks, on behalf of himself, the state of California, and all of Google's  
17 aggrieved employees, PAGA penalties as set forth above for each employee per pay period within  
18 the statutory time frame.

19                                   **Eleventh Cause of Action**

20                                   **PAGA (with reference to Labor Code § 1197.5(j))**

21                                   **Illegal Prohibition on Whistleblowing about Wages**

22           116. Plaintiff incorporates through reference paragraphs 1 through 116 as if set forth  
23 here.

24           117. Google prohibits employees from disclosing their own wages, discussing the  
25 wages of others, or inquiring about another employee's wages. This includes disclosure of  
26 information about Google's failure to pay appropriate amounts of overtime and other wages in  
27 accordance with the law. This is a violation of California Labor Code § 1197.5(j).  
28



118. Under the Private Attorneys General Act (PAGA), the penalty for a violation of Labor Code § 1197.5 is “one hundred dollars (\$100) for each aggrieved employee per period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.”

119. Plaintiff seeks, on behalf of himself, the state of California, and all of Google's aggrieved employees, PAGA penalties as set forth above for each employee per pay period within the statutory time frame.

### Twelfth Cause of Action

**PAGA (with reference to Labor Code § 1197.5(j))**

### **Illegal Prohibition on Discussion of Wages in General**

120. Plaintiff incorporates through reference paragraphs 1 through 120 as if set forth here.

121. Google prohibits employees from disclosing their own wages, discussing the wages of others, or inquiring about another employee's wages in general. This is a violation of California Labor Code § 1197.5(j).

122. Under the Private Attorney General Act, the penalty for a violation of Labor Code § 1197.5 is “one hundred dollars (\$100) for each aggrieved employee per period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.”

123. Plaintiff seeks, on behalf of himself, the state of California, and all of Google's aggrieved employees, PAGA penalties as set forth above for each employee per pay period within the statutory time frame.

### Other PAGA Violations

124. In addition to the causes of action set forth above, Google has violated the California Labor Code in other ways. Plaintiff will amend his Complaint to allege additional PAGA violations upon exhaustion of his administrative remedies.

## **PRAYER FOR RELIEF**

**WHEREFORE, Plaintiff prays for judgment against Defendant as follows:**

1           1.     Full and complete civil penalties for each separate violation of PAGA in  
2 accordance with the Private Attorneys General Act.

3           2.     Attorneys fees and costs.

4           3.     Interest on penalties.

5           4.     All other relief the Court deems proper and just.

6  
7 Dated: December 19, 2016

BAKER CURTIS & SCHWARTZ, P.C.

8 By: 

9 Chris Baker  
10 Attorneys for Plaintiff  
11 JOHN DOE

12 **JURY TRIAL DEMANDED**

13 Plaintiff hereby demands a trial by jury.  
14

15 Dated: December 19, 2016

BAKER CURTIS & SCHWARTZ, P.C.

16  
17 By: 

18 Chris Baker  
19 Attorneys for Plaintiff  
20 JOHN DOE  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT "1"

# Baker & Schwartz

professional corporation  
44 Montgomery Street, Suite 3520  
San Francisco, CA 94104  
415.433.1064  
[cbaker@bakerlp.com](mailto:cbaker@bakerlp.com)  
[www.bakerlp.com](http://www.bakerlp.com)

May 17, 2016

## Via Certified Mail

Labor & Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612

Michael Pfyl  
Google, Inc.  
[REDACTED]  
1600 Amphitheatre Pkwy  
Mountain View, CA 94043

*RE: Request For Relief Under the Private Attorney General's Act*

Dear LWDA and Mr. Pfyl:

I represent [REDACTED], a [REDACTED] employee of [REDACTED] employers Google, Inc. [REDACTED] ("the Employers"). [REDACTED] is an "aggrieved employee" under California Labor Code sections 2699 *et seq.* The purpose of this letter is to provide notice to the LWDA and his employers.

[REDACTED] seeks to represent himself and other current and former employees with respect to violations of the California Labor Code pursuant to Labor Code sections 2699 *et seq.* The facts and theories in support of his claims are set forth below.

Specifically, the Employers maintain Data Classification Guidelines (Exhibit 1) and a Code of Conduct (Exhibit 2) that define all information as confidential and prohibits its dissemination to third parties in violate Labor Code §§ 232, 232.5, 1102.5, 1197.5, and 432.5, as well as the notice provision of the Defend Trade Secrets Act. More specifically, the Classification Guidelines and Code of Conduct prohibit the disclosure of wages, working conditions, and suspected violations of the law. The Guidelines and Code of Conduct also fail to provide a notice of immunity as required by the Defend Trade Secrets Act.

LWDA  
Michael Pfyl  
May 17, 2016  
Page 2

In addition, the Employers maintain a policy of requiring employees to sign standard at-will agreements that defines confidential information in a manner that violates Labor Code § 1102.5 and Business and Professions Code § 16600. (Exhibit 3). More specifically, the at-will agreement's overbroad definition of "confidential information," and the restrictions on the disclosure of such information, constitute an unlawful restraint of trade under Business & Professions Code § 16600. A violation of § 16600 constitutes an unlawful business practice under Business & Professions Code § 17200. Google's policy of requiring employees to sign these agreements also violate Labor Code § 1102.5(a) insofar as the agreements prohibit employees from disclosing non-trade secret information evidencing a violation of the law to government agencies. The at-will agreements also fail to provide the notice of immunity as required by the Defend Trade Secrets Act.

The Employers are aware that the Guidelines, Code of Conduct, and at-will agreements are illegal, and thus they are also engaged in a violation of Labor Code § 432.5. Among other things, Employers are sophisticated business entities with competent counsel. It would be impossible for them *not* to know that employer policies and agreements that prohibit employees from disclosing certain information encompassed by the guidelines, code of conduct, and at-will agreements are unlawful.

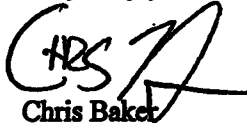
The aggrieved employees are all current and former Google [REDACTED] employees who are or were subject to these Guidelines and the Code of Conduct as a condition of their employment.

The aggrieved employees are also all current and former Google [REDACTED] employees who are or were subject to Google's standard at-will agreement.

Accordingly, Plaintiff seeks civil penalties on behalf of himself and all other aggrieved employees in accordance with Labor Code §§ 2699 *et seq.*

Thank you for your attention to this matter.

Very truly yours,

  
Chris Baker

# Baker & Schwartz

professional corporation  
44 Montgomery Street, Suite 3520  
San Francisco, CA 94104  
415.433.1064  
[cbaker@bakerlp.com](mailto:cbaker@bakerlp.com)  
[www.bakerlp.com](http://www.bakerlp.com)

June 14, 2016

## Via Certified Mail

Labor & Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612

Michael Pfyl  
Google, Inc.  
[REDACTED]  
1600 Amphitheatre Pkwy  
Mountain View, CA 94043

*RE: Request For Relief Under the Private Attorney General's Act*

Dear LWDA and Mr. Pfyl:

I represent [REDACTED], a [REDACTED] employee of joint employers Google, Inc. and [REDACTED] ("the Employers"). [REDACTED] is an "aggrieved employee" under California Labor Code sections 2699 *et seq.* The purpose of this letter is to provide notice to the LWDA and his employers and to supplement [REDACTED] May 17, 2016 LWDA PAGA letter.

In addition to the matters set forth in May 17, 2016, [REDACTED] adds the following facts and theories with respect to Google [REDACTED] violations of the California Labor Code.

1. Google and [REDACTED] require Aggrieved Employees (including [REDACTED]) to sign an illegal contract as a condition of employment. In addition to defining "confidential information" in an overbroad and illegal manner (as set forth in the May 17, 2016 letter), the contract prohibits an employee from keeping, recreating, or delivering to any other person or entity documents and materials that pertain to an employee's work at Google (or that contain "confidential information"). This provision violates Labor Code §§ 232 (declaring unlawful policies or practices that prohibit the disclosure of wages), 232.5 (declaring unlawful policies or practices that prohibit the disclosure of working conditions), 1102.5 (declaring unlawful policies or practices that prohibit the disclosure of suspected illegal conduct), 1197.5 (declaring unlawful

LWDA  
Michael Pfyl  
June 14, 2016  
Page 2

prohibitions on sharing or disclosing wage information), and the federal Defense of Trade Secrets Act (as set forth in the prior LWDA letter). The provision also violates the California Constitution's Liberty of Speech and Right to Privacy provisions (which applies to private employers and prohibits restrictions on speech and the infringement of private communications), as well as Business and Professions Code § 16600 (as set forth in the prior LWDA letter). The contract is thus illegal pursuant to the above Labor Code provisions, as well as pursuant to Business & Professions Code § 17200. Google [REDACTED] are well aware of this illegality. Accordingly, the contract violates Labor Code § 432.5 for this reason as well.

2. Google [REDACTED] policies concerning Confidential Data and its Code of Conduct (as set forth in the May 17, 2016 LWDA letter) violate the California Constitution's Liberty of Speech and Right to Privacy provisions. These illegal policies are integrated by reference into the Aggrieved Employees employment contracts. Google [REDACTED] is aware that these policies are illegal. Thus, the policies and contracts violate of Labor Code § 432.5.

3. Google [REDACTED] also maintain an illegal "Communication with Care" or Communication Training policy, as well as Communication Guidelines that restricts employees from communicating internally or externally about the legality of certain Google [REDACTED] conduct or actions, or the dangers or legal risks associated with Google [REDACTED] products or practices, including with respect to communications with law enforcement. These policies violate Labor Code §§ 232, 232.5, 1102.5, 1197.5, the California Constitution's Liberty of Speech and Right to Privacy Provisions, as well as the federal Defense of Trade Secrets Act. As such, the policies (though their integration into Google [REDACTED] standard employment agreements) also violate Labor Code § 432.5.

Accordingly, Plaintiff seeks civil penalties on behalf of the State, himself and all other Aggrieved Employees in accordance with Labor Code §§ 2699 *et seq.*

Thank you for your attention to this matter.

Very truly yours,

  
Chris Baker

cc: Cameron Fox (outside counsel for the Employers)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Chris Baker</b> <b>Baker Curtis &amp; Schwartz PC</b> <b>44 Montgomery Street, Suite 3520</b> <b>San Francisco, CA 94104</b> TELEPHONE NO.: <b>415.433.1064</b> FAX NO.: <b>415.420.0446</b> ATTORNEY FOR (Name): <b>Johon Doe</b>	FOR COURT USE ONLY  <h1 style="font-size: 2em; margin: 0;">FILED</h1> Superior Court of California County of San Francisco  <b>DEC 20 2016</b>  CLERK OF THE COURT BY: <i>[Signature]</i> Deputy Clerk  <b>CGC-16-556034</b>  JUDGE: DEPT:
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>San Francisco</b> STREET ADDRESS: <b>400 McAllister Street</b> MAILING ADDRESS: CITY AND ZIP CODE: <b>San Francisco, CA 94102</b> BRANCH NAME:	
CASE NAME: <b>Doe v. Google, Inc. and Roes 1 through 10</b>	
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000)	<input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)
<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (28) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties<br>b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court<br>f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): **Claims under PAGA**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **12.19.2016**  
**Chris Baker**

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

### NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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**BY FAX**